

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 8

2. AMENDMENT/MODIFICATION NO.

17

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

DNC Parks & Resorts at KSC, Inc.
Mail Code: DNPS
Kennedy Space Center, FL 32899

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-12215

10B. DATED (SEE ITEM 13)

4/17/95

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual agreement of the parties.
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is as follows: to discontinue the add-on offered for the Astronaut Hall of Fame and provide for payment of utilities, revise the pricing tables, revise the CIA Surcharge percentages, create a CIA Secondary Surcharge, revise the treatment of Residual Revenue, and increase the number of complimentary annual bus uses for NASA guest activities.
- Please note that in an effort to save paper, this Concession Agreement is printed front to back, therefore, only the changed pages, front or back, are identified as part of this Modification 17. As a result of the above changes, the following pages are replaced: 12.1, 12.2, 12.3, 16, 23.2, 34.B, and 35.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Dan LeBlanc
Chief Operating Officer

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Richard G. Quinn
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

12/9/06

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

a. **Capital Improvement Account (CIA) Surcharge**

(a) Beginning upon contract award and until opening of the new PVP, Bus Tour tickets shall include a CIA surcharge equal to _____ of the price of Adult, Child and Student tickets, respectively.

(b) Beginning upon opening of the new PVP, Bus Tour tickets shall include a CIA surcharge equal to _____ of the price of Adult, Child and Student tickets, respectively.

(c) Beginning with institution of KSCVC admission ticketing on April 8, 2000, a one-day, **Full Admission** ticket is established that includes the privileges of admission to the KSCVC main campus, access to bus tours and admittance to the IMAX Theater. This ticket will be offered in three versions; Adult and Child (available at admission to the KSCVC) and Student (available only to pre-booked, organized youth or education groups). This ticket shall include a CIA surcharge equal to _____ of the price of Adult, Child and Student tickets, respectively. These same surcharge factors shall be included in any multi-day admission tickets including the same privileges as the Full Admission ticket. Activity, program or other offerings that include the privileges of one-day or multi-day Full Admission tickets shall include the CIA surcharge agreed by the parties and reflected in Article 11.B.6 – Pricing Tables.

(d) Beginning with institution of KSCVC admission ticketing on April 8, 2000, a one-day, **Limited Admission** ticket is established that includes the privilege of admission to the KSCVC main campus, but does not include access to bus tours or the IMAX Theater. This ticket will be offered in three versions; Adult and Child (available at admission to the KSCVC) and Student (available only to pre-booked, organized youth or education groups). This ticket shall include a CIA surcharge equal to _____ for all versions. Activity, program or other offerings that include only the privileges of one-day or multi-day Limited Admission tickets shall include the CIA surcharge as the then current, full retail prices for Limited Admission tickets agreed by the parties and reflected in Article 11.B.6 – Pricing Tables.

(e) Beginning on December 20, 2006, the AHOF Add-on will be eliminated and the one day, Full Admission ticket will include the privileges of admission to the KSCVC main campus, access to bus tours, admittance to the IMAX Theater and admission to the Astronaut Hall of Fame, at the price shown in Article 11.B.6. – Pricing Tables. This ticket will be offered in three versions: Adult and Child (available at admissions to the KSCVC) and Student (available only to pre-booked, organized youth or education groups). This ticket shall include a CIA Surcharge equal to _____ and _____ of the price of Adult, Child and Student tickets, respectively. In addition, this ticket shall include a new CIA Secondary Surcharge equal to _____ and _____ of the price of Adult, Child and Student tickets, respectively. These same Surcharge factors shall be included in any multi-day admission tickets including the same privileges as the

Full Admission ticket. Activity, program and other offerings that include the privileges of one-day or multi-day Full Admission tickets shall include the CIA Surcharge and CIA Secondary Surcharge agreed by the parties and reflected in Article 11.B.6 – Pricing Tables.

(f) For all other tickets/activities as developed not covered by the above provisions the CIA surcharge shall be as agreed by the parties at time of approval thereof. In addition to use of the principles reflected in the above provisions to provide general guidance for the application of CIA surcharges to new tickets/activities, normally a CIA surcharge will not be applied to "Add-on" tickets (activity tickets that can only be purchased in addition to purchase of a one-day or multi-day Full Admission ticket). However, in the event the Government believes the nature of any new activities, programs, add-ons or other offerings may impose a degree of utilization and wear and tear on the KSCVC facilities and equipment in excess of that commensurate with the underlying one-day or multi-day Full Admission ticket, then an appropriate increased or additional CIA surcharge shall be applied as agreed by the parties at time of approval thereof.

b. Theater Improvement Account (TIA) Surcharge

A TIA surcharge shall be collected for all tickets or activities that include the opportunity for admittance to the IMAX theatre. Tickets or activities that would allow admittance to the IMAX theatre on two or more days shall include a TIA surcharge of

2. Payments to Special Funds: Some payments were established at the beginning of this agreement and others may be established throughout the term of the agreement as the parties may mutually agree. The various payments are as follows.

a. Facilities Fund

See Article 6.A. In addition to the payments specified in Article 6.A, the Concessioner shall make the following payments to the Facilities Fund:

(1) Beginning on October 1, 2003, per ticket for direct admission to the AHoF only and for any add-on amounts to KSCVC main campus admission tickets or KSCVC activities that include the privileges of admission to the AHoF. The amounts applicable to specific tickets/activities are reflected in the pricing tables in Article 11.B.6.

(2) Beginning on December 20, 2006, the AHOF add-on is discontinued and per ticket for Full Admission will be substituted.

(3) Beginning January 1, 2003, first of residual revenue.

(4) Beginning September 11, 2004, of gross revenues from Orlando airport stores.

(5) A per plate for Special Event Catering Services as specified in pricing table Art. 11.B.6.26 in Article 11.B.6.

b. Exhibits Fund

See Article 6.B.

c. Transportation Fund Account

See Article 6.C. In addition to the payments specified in Article 6.C, beginning with contract modification No. 4 the Concessioner shall make fixed dollar payments to the Transportation Fund Account based upon full admission adult ticket sales and certain other activities requiring use of the buses. The amounts applicable to specific tickets/activities are reflected in the pricing tables in Article 11.B.6.

d. Service Improvement Account (SIA)

See Article 4.F.2. Payments

2. Treatment of Residual Revenue in excess of the first

The Concessioner shall deposit in a separate, insured, interest bearing account (or other investment approved by the Contracting Officer), hereafter referred to as the "Performance Fee Account", an amount equal to _____ of the first _____ in annual Residual Revenue and the remaining _____ shall be deposited to the SIA, after satisfying the payment of such amounts as required by F.1. The Concessioner shall then use the following formula to determine the amounts to be distributed to the SIA and the Performance Fee Account. This formula is effective from the beginning of the Concessioner's fiscal year 2007.

$$\text{SIA allocation} = \text{ERR} \quad \text{), where}$$

$$\text{ERR} = \text{residual revenue in excess of}$$

The Concessioner shall then deposit all remaining Residual Revenue into the Performance Fee Account.

These amounts shall be deposited within 21 days of the end of each month, or accounting period, based on the year-to-date revenues as of each month. With Contracting Officer approval, the Concessioner may withdraw up to _____ of the funds deposited to the Performance Fee Account as provisional distribution of Performance Fee for any annual Performance Fee period. The provisional distribution amount may increase to consider recent Performance Fee scores. The provisional amounts are subject to adjustment at the end of each Performance Fee period.

8. Title to all facilities, equipment, and intellectual property provided through Concessioner Capital Investment shall vest with the Government in accordance with Article 18.D. The Government will not grant the Concessioner a possessory interest in the facilities constructed with Concessioner Capital Investment.

9.

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